



OFFICE OF THE LIEUTENANT GOVERNOR

CERTIFICATE OF ANNEXATION

I, SPENCER J. COX, LIEUTENANT GOVERNOR OF THE STATE OF UTAH, HEREBY CERTIFY THAT there has been filed in my office a notice of annexation from AMERICAN FORK CITY, dated December 11th, 2007, complying with Section 10-2-425, Utah Code Annotated, 1953, as amended.

NOW, THEREFORE, notice is hereby given to all whom it may concern that the attached is a true and correct copy of the notice of annexation, referred to above, on file with the Office of the Lieutenant Governor pertaining to AMERICAN FORK CITY, located in Utah County, State of Utah.



IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed the Great Seal of the State of Utah this 6th day of August, 2014 at Salt Lake City, Utah.

SPENCER J. COX
Lieutenant Governor



51 East Main, American Fork, UT 84003
(801) 763-3000 Fax (801) 763-3033

*****NOTICE OF IMPENDING BOUNDARY ADJUSTMENT*****

July 30, 2014

Lt. Governor's Office
Utah State Capitol Complex
P.O. Box 142325
Salt Lake City, Utah 84114-2325

Emailed to: spencerhadley@utah.gov

RE: Fenn Properties Annexation into American Fork City

To Whom It May Concern:

At the December 11, 2007, City Council meeting, the Mayor and City Council approved Ordinance No. 2007-12-68, which approved the Fenn Properties Annexation into American Fork City.

Enclosed you will find a copy of our Ordinance of Annexation, which includes the boundary description of the annexation, and a copy of the annexation map. The above referenced annexation meets the requirements of annexation.

If approved, please send the Certificate of Annexation to:

American Fork City
Terilyn Lurker, Deputy Recorder
51 East Main
American Fork, UT 84003

If you have any questions or need further information, please call me at 801-763-3000 ext. 501.

Sincerely,

Terilyn Lurker
Deputy Recorder

enclosures

Mayor James H. Hadfield

Carlton Bowen, Brad Frost, Robert Shelton, Jeff Shorter, Clark Taylor

AN ORDINANCE AMENDING SECTION 1.12.010 OF THE REVISED ORDINANCES OF AMERICAN FORK CITY 1985, AS AMENDED, ANNEXING CERTAIN PROPERTIES TO AMERICAN FORK CITY AND ESTABLISHING ZONING CLASSIFICATION FOR SAID PROPERTY.

BE IT ORDAINED BY THE CITY COUNCIL OF AMERICAN FORK CITY, UTAH:

SECTION I. THAT THE FOLLOWING DESCRIBED REAL PROPERTY BE, AND THE SAME IS HEREBY ANNEXED TO AMERICAN FORK CITY, UTAH, THE CORPORATE LIMITS OF SAID CITY ARE HEREBY EXTENDED TO INCLUDE SAID DESCRIBED PROPERTY, AND SAID PROPERTY IS HEREBY DECLARED TO BE PART OF AMERICAN FORK CITY AND SHALL HENCEFORTH BE SUBJECT TO ALL OF THE ORDINANCES AND REGULATIONS THEREOF, AND THAT THE DESCRIPTION OF THE BOUNDARIES OF AMERICAN FORK CITY AS SET FORTH IN SECTION 1.12.010 OF THE REVISED ORDINANCES BE AMENDED TO INCLUDE THE FOLLOWING DESCRIBED PROPERTY TO-WIT:

ORDINANCE NO.
FENN PROPERTIES ANNEXATION (350 SOUTH 570 WEST)
SEE ATTACHMENT 'A'

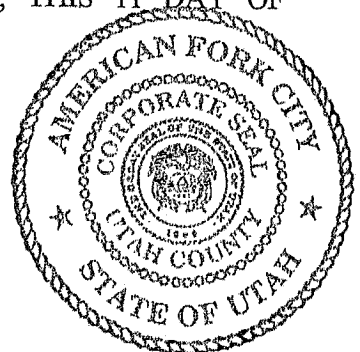
SECTION II. THAT THE TERRITORY ANNEXED UNDER SECTION I ABOVE, IS HEREBY CLASSIFIED INTO THE PR 3.0 ZONE AND SUBJECT TO THE TERMS AND CONDITIONS OF THE FENN PROPERTIES ANNEXATION AGREEMENT AS PROVIDED IN ATTACHMENT 'B'.

SECTION III. THIS ORDINANCE SHALL TAKE EFFECT UPON ITS PASSAGE AND FIRST PUBLICATION. PASSED BY THE CITY COUNCIL OF AMERICAN FORK, THIS 11 DAY OF DECEMBER, 2007.


HEBER M. THOMPSON, MAYOR

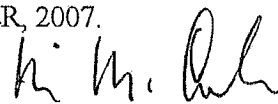
ATTEST:

STATE OF UTAH
COUNTY OF UTAH



I, RICHARD M. COLBORN, RECORDER OF AMERICAN FORK CITY, UTAH, DO HEREBY CERTIFY THE ABOVE AND FOREGOING TO BE A FULL, TRUE AND CORRECT COPY OF AN ORDINANCE AMENDING SECTION 1.12.010 OF THE REVISED ORDINANCES OF AMERICAN FORK CITY 1985, AMENDED, ANNEXING CERTAIN PROPERTIES TO AMERICAN FORK CITY AND ESTABLISHING ZONING CLASSIFICATION FOR SAID PROPERTY.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND AFFIX THE CORPORATE SEAL OF AMERICAN FORK, UTAH THIS 11 DAY OF DECEMBER, 2007.


RICHARD M. COLBORN, RECORDER

ATTACHMENT 'A'

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS IS A TRUE AND ACCURATE MAP OF THE TRACT OF LAND TO BE ANNEXED TO AMERICAN FORK CITY, UTAH COUNTY, UTAH.

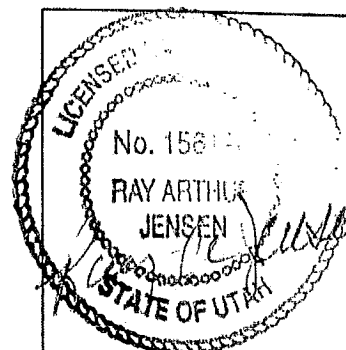
BOUNDARY DESCRIPTION

A PARCEL OF LAND SITUATE IN THE NE1/4 AND THE SE1/4 OF SECTION 22, T.5S., R.1E., SLB&M. THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 165.08 FEET N. 0°24'14" E. ALONG THE SECTION LINE AND 661.17 FEET WEST FROM THE EAST QUARTER CORNER OF SAID SECTION 22; THENCE S. 0°49'11" W. 847.79 FEET PARTIAL ALONG THE WESTERLY BOUNDARY LINE OF THE EYRE ANNEXATION; THENCE N. 89°05'35" W. 564.09 FEET; THENCE S. 0°50'16" W. 234.59 FEET; THENCE N. 89°54'49" W. A DISTANCE OF 574.93 FEET; THENCE N. 1°10'30" E. A DISTANCE OF 906.88 FEET; THENCE N. 89°45'03" E. 1.26 FEET; THENCE N. 0°50'29" E. 580.27 FEET TO THE SOUTHERLY BOUNDARY LINE OF THE DURRANT ANNEXATION; THENCE S. 89°24'00" E. 547.23 FEET ALONG SAID SOUTHERLY BOUNDARY LINE TO THE WESTERLY BOUNDARY LINE OF THE DIXIE FENN II ANNEXATION; THENCE S. 0°53'55" W. 408.75 FEET ALONG SAID WESTERLY BOUNDARY LINE TO THE SOUTHWEST CORNER OF SAID DIXIE FENN II ANNEXATION; THENCE EAST 585.34 FEET ALONG THE SOUTH BOUNDARY LINE OF SAID DIXIE FENN II ANNEXATION AND DIXIE FENN ANNEXATION TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 30.168 ACRES.

Ray Jensen
SURVEYOR

5/16/05
DATE



SURVEYOR'S SEAL

ATTACHMENT 'B'

12-5-07
PC Draft #3

ANNEXATION AGREEMENT (Fenn Properties Annexation)

This Agreement, made and entered into this 11 day of December, 2007, by and between The City of American Fork, Utah, a Utah Municipal Corporation (hereafter referred to as "City") and Dixie Fenn and Chad Fenn. (hereafter referred to collectively as "Applicant"), is based on the following:

RECITALS

WHEREAS, Applicant is the owner of certain parcels of privately owned real property situated within the boundary of the Fenn Properties Annexation (Attachment 1), which parcels are located within the unincorporated territory of Utah County, and contiguous to the corporate boundary of City; and

WHEREAS, the real property within the Fenn Properties Annexation (hereafter referred to as ("Annexation Area")) constitutes the territory for which a *Request to Initiate Annexation of Land Within an Island or Peninsula* has been previously received (Attachment 2), a resolution of intent to annex enacted by the City Council (Resolution 05-05-22R), and the required public notices and hearings completed; and

WHEREAS, the real property within the Fenn Properties Annexation constitutes a portion of an existing peninsula of unincorporated area, as defined by State law; and

WHEREAS, the City Council has determined that annexation of the real property within the Fenn Properties Annexation is in the best interest of City and has indicated an intent to: (1) enact an ordinance of annexation relating thereto concurrently with the approval and execution of this Agreement, and (2) authorize the recording of the annexation plat at the office of the Utah County Recorder, subject to those certain understandings as are more fully set forth in this agreement and completion of all outstanding tasks identified herein or otherwise required prior to annexation.

TERMS AND CONDITIONS

NOW THEREFORE, based on the above recitals and in consideration of the annexation to the City of the territory described in the Fenn Properties. Annexation (Attachment 1), the parties covenant and agree as follows:

SECTION 1. The real property to which the terms of this Agreement apply shall be that portion of private real property located within the Annexation Area, and identified on Attachment 1 as "Fenn Parcels."

SECTION 2. Applicant hereby acknowledges that City is not required to approve the Fenn Properties Annexation and that the terms and conditions of annexation, as set forth herein, are reasonable and entered into freely and voluntarily. Further, Applicant, by virtue of the request for annexation, hereby acknowledges and agrees that the benefit received from annexation of the Fenn Parcels is equal to or greater than the terms, conditions and understandings of annexation set forth under this Agreement and the conditions of development imposed by City upon the property, pursuant to the terms of City's Development Code and Impact Fee Ordinance, and does not constitute a taking as defined pursuant to the terms of UCA 10-9a-103(6), 1953, as amended.

SECTION 3. Applicant affirms that it is the sole owner of the Fenn Parcels and has complete authority to enter into this Agreement and to bind the property hereto.

SECTION 4. City agrees that the zone classification to be initially attached to the Fenn Parcels shall be the PR-3 Planned Residential Zone.

SECTION 5. City acknowledges that the purpose of Annexation of the Fenn Parcels is to facilitate the subsequent development of the land for residential purposes. Applicant acknowledges that the Annexation Area has significant physical limitations for development including, but not necessarily limited to, an open perpetual natural stream channel areas determined by the U.S. Army Corps of Engineers to be jurisdictional wetlands See Attachment 3), liquefaction potential, high water table, unstable soils and the presence of historic drains which require the need for more definitive studies to determine suitability of the area for development. In furtherance of securing development approval, Applicant has submitted a wetlands delineation and geotechnical report which has identified the presence of a wetland area and other physical limitations to development on the site. Applicant agrees to provide such other documents as may be required by the City to establish any other natural conditions within the Fenn Parcels that may render portions of the site unsuitable for development, and to provide analysis of the impact of natural conditions upon development on the lands and recommendations for mitigation.

SECTION 6. Applicant has also provided an Annexation Concept Plan (Attachment 4) for the Fenn Parcels proposing the development of approximately 70 single family dwelling lots together with certain streets, easements, open space area. Annexation Area. The plan also shows the boundary of the jurisdictional wetlands area previously delineated and purports to be consistent with that determination. The Annexation Concept Plan has been reviewed by the Planning Commission and determined by it to be generally consistent with the terms and intent of the Land Use, Transportation, Trails, Drainage and other elements of the General Plan, and the proposed zone classification for the area. Provided, however, Applicant agrees that the finding of general consistency shall not be construed as a final determination of suitability for development of the area as shown. In addition, City has adopted a Sensitive Lands Ordinance intended to provide standards for development on lands with demonstrated physical limitations and criteria for the review and approval of such projects. Applicant, acknowledges and agrees that any development plan will be in compliance with the standards adopted pursuant to the ordinance.

SECTION 7. All further submissions for development approval of the Fenn Parcels will be in substantial compliance with the design of the Annexation Concept Plan, except that Applicant agrees to make adjustments in design, if deemed necessary by City, to more adequately incorporate impacts relating to wetlands, drainage, height of water table or other natural condition or the placement of trails and street right-of-way. The conditions possibly requiring adjustments include, but are not limited to:

- A. Results of the physical features evaluation and recommendations of the geotechnical study.
- B. Impact of Jurisdictional Wetland Areas. Applicant acknowledges that a portion of the Annexation Area consists of wetland. The U.S. Army Corps of Engineers has identified the presence of wetlands within the Annexation and all development plans will accommodate the wetland area and will require approval by the U.S. Army Corps of Engineers.
- C. Impact of Drainage Facilities. The Annexation Area has a shallow water table and contain or is bordered by extensive drainage facilities. Because of the water table condition improvement of the on-site land drains is probable in order to adequately accommodate the construction of adjacent roads and utilities.
- D. Preservation of Water Quality and Rates of Flow. Development of the area, as proposed, will likely affect the quality and rate of flow of storm water generated from the Annexation Area and water flowing through the current drainage channels (sloughs) located within the Annexation Area.. Any proposal for development within the Annexation Area shall include provisions and facilities for the preservation of historic stream flows and water quantity in the sloughs and also a waiver, consent or other evidence of acceptability from downstream users regarding the proposed facilities and program.
- E. Preservation of Downstream Water Rights. A review of water rights data indicate that there are holders of water right claims to the flows of the sloughs situated downstream of the Fenn Parcels. Any proposal for development of the Fenn Parcel shall include a consent by all holders of downstream water rights.
- F. Limitations from high water table conditions and impact on underground water flows. Development of structures and utility systems will likely affect, or be affected by, ground water conditions. Any development proposal shall include provisions for accommodating ground water conditions including, but not limited to, the prohibition of living space being located below ground water levels.
- G. Development of the Fenn Parcels will result of an increase in storm water flows. The development plan for the site shall include a storm drainage water component which is consistent with the terms of the Storm Drainage Element of the General Plan.

SECTION 8. The Annexation Area include portions of 570 West Street and 700 West Street which are essential to proper vehicular access to and circulation within the Annexation Area. Attachment 3 shows the general location of these significant streets. As a condition of annexation, Applicant agrees to convey or cause to be conveyed to City, without cost, those portions of the Annexation Area intended for street purposes as set forth on Attachment 4.

Copies of the description of the right-of-way and the documents conveying the right-of-way areas to City are attached hereto (Attachment 5) and City acknowledges receipt of the executed original.

SECTION 9. Prior to the recording of the annexation plat, Applicant agrees to convey sufficient water right, approved by the Utah State Engineer for municipal purposes, to meet the needs the future uses within the Annexation Area. Based on the terms of the Annexation Concept Plan, development of the Fenn Parcels will require conveyance of approximately 70 acre feet (1 ac.ft/dwelling x 70 lots). The water right required pursuant to this Section is based on average demand under normal circumstances for single-family residences. In the event subsequent development of the property includes a greater number of dwelling units and/or activities which have a demonstrated higher rate of use, City shall be entitled to require the conveyance of additional water right to meet the water requirements of such a use. Any such additional water right conveyance will be required as a condition of development and not as a condition of annexation.

SECTION 10. Applicant has proposed to satisfy the water rights conveyance requirements by the transfer to the City of a 70 acre foot portion of water currently appurtenant to the Fenn Parcels under the following Water User Claims.

1. WUC #55-2117
2. WUC #55-8073

A preliminary evaluation indicates that the amount of water represented by the above Water User Claims is sufficient to meet the conveyance requirements for development of the Fenn Parcels in accordance with the City's water rights conveyance ordinance, subject to approval of a Change Application by the Utah State Engineer. An application requesting a change to municipal use has been submitted to the Utah State Engineer requesting approval for the use of water (Attachment 6). Because of the need to continue use of the water for agricultural purposes, City agrees to delay actual conveyance of the conveyance of water right until time of development. Applicant acknowledges that any final approval for development on any portion of the Fenn Parcel will require the concurrent conveyance to the City of an adequate amount of water right, approved for municipal purpose by the Utah State Engineer.

SECTION 11. No impact fees are required as a condition of annexation. However, nothing in this Agreement constitutes a waiver of any obligation that Applicant or his successor may have for the payment of impact fees required as a condition of development of the Fenn Parcels or any portion thereof. Applicant acknowledges that City is in the process of modifying its existing impact fees and agrees that any residential unit created as a part of an approved development plan for the property shall be subject to the impact fee amounts identified in the current impact fee analysis (pursuant to the terms of the "Pending Ordinance Doctrine"), subject to future adjustment in accordance with the amounts subsequently adopted by City.

SECTION 12. Development of the site requires the extension of water and sewer line connecting to existing facilities. Applicant acknowledges that an some of the utility lines available for use on site have been constructed by others and will be subject to a reimbursement fee for a proportionate share of the cost, in accordance with the terms of Title IV of the development code.

SECTION 13. Should any of the parties default in the performance of any of the terms of this Agreement, the parties shall first seek mediation to resolve any defaulting performance.

The defaulting party shall pay all costs and expenses, including mediation fees and/or reasonable attorney's fee, which may arise from enforcing this Agreement, whether such remedy is pursued by mediation and/or filing suit or otherwise.




SECTION 14. Any Notice to be given hereunder shall be given by certified mail, return receipt requested, addressed as follows:

- a. If to City, to the City of American Fork, 51 East Main Street, American Fork, Utah 84003
- b. If to Applicant, to Dixie Fenn c/o Michael Beck, 85 East Main, American Fork, Utah 84003.

SECTION 15. This Agreement constitutes the entire agreement between the parties and may be changed only in writing signed by all parties, and this agreement shall bind the heirs, assigns and successors in interest of the respective parties. If any party shall breach this Agreement, the other party shall be entitled to recover their attorneys fees and court costs in addition to other lawful damages resulting therefrom.

IN WITNESS WHEREOF, the parties have signed this Agreement on the date first mentioned above.

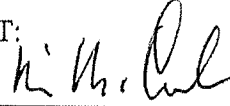
FENN PROPERTIES.

by: 


Michael Beck

AMERICAN FORK CITY

by: 
Mayor

ATTEST:


City Recorder



LIST OF ATTACHMENTS

- | | |
|----------------------|--|
| Attachment 1. | Copy of Annexation Plat |
| Attachment 2. | Copy of Request to Initiate Annexation |
| Attachment 3. | Copy of Jurisdictional Determination from U.S. Army Corps of Engineers |
| Attachment 4. | Annexation Concept plan |
| Attachment 5. | Copies of deeds for street right-of-way |
| Attachment 6. | Copy of Change Application as submitted to State Engineer |

REQUEST TO INITIATE ANNEXATION
OF LAND WITHIN IN AN ISLAND OR PENINSULA

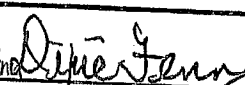
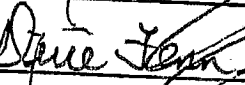
DATE: May 16, 2005

EXHIBIT A

We the undersigned, by virtue of our signatures affixed hereto, do hereby request the City of American Fork, Utah, to annex the parcel(s) identified on the attached map, in accordance with the procedures for "Annexation Without Petition" as set forth under Section 10-2-418 of the Utah State Code.

We hereby further acknowledge and affirm as follows:

- A. The majority of the area consists of residential or commercial development
- B. The area requires delivery of municipal type services
- C. American Fork City has provided most or all of the municipal type services to the area for at least one year.

Tax I.D. No.	Name(s) of Owner	Signature of Owner(s)
130420049	Dixie Fenn Chad Fenn Terianne Fenn	
130430070	Dixie Fenn Chad Fenn Terianne Fenn	

ATTACHMENT 2



REPLY TO
ATTENTION OF

DEPARTMENT OF THE ARMY
U.S. ARMY ENGINEER DISTRICT, SACRAMENTO
CORPS OF ENGINEERS
1325 J STREET
SACRAMENTO, CALIFORNIA 95814-2922

August 19, 2005

Regulatory Branch (200550374)

ATTACHMENT 3

Michael Beck
85 East Main Street
American Fork, Utah 84003

Dear Mr. Beck:

We are responding to your consultant's request for an approved jurisdictional determination for the Michael Beck residential development site in American Fork. This approximately 29.6-acre site is located in Section 22, Township 5 South, Range 1 East, SLB&M, Latitude 40° 22' 20.5", Longitude 111° 48' 54.3", Utah County, Utah.

We have reviewed the July 25, 2005, Wetland Delineation Report for the subject property, submitted in your behalf by **Matt Betts of PEPG Engineering**. Based on available information and our field visit on August 11, 2005, we have determined that approximately 7.04 acres of waters of the United States, including wetlands, are present within the survey area. These jurisdictional waters include the areas described as Area A, Area B, Pond, Ditch A, Ditch B, Ditch C, and Unnamed Stream on the enclosed delineation drawing, **American Fork, Chad Fenn Property, July 21, 2005**. These waters are regulated under Section 404 of the Clean Water Act since they share a surface water connection with Spring Creek, a tributary water to Utah Lake.

Your consultant had asserted that the water labeled as "Area A" on the above mentioned map was an intrastate isolated water with no apparent interstate or foreign commerce connection. Additionally, you had stated that Wetland Area A was irrigation-induced and was a fescue pastureland prior to separation of Wetland Area A from Area B. We do not concur with these assertions for several reasons:

- 1) The hydrologic connection necessary to establish connectivity between Wetland Area A and Wetland Area B does not have to be a surface connection. Such connections can be, and often are, subsurface connections. Since Wetland Area A was separated from Wetland Area B by construction of a road, it stands to reason that these two wetlands share a subsurface hydrologic connection.
- 2) Wetland Area A is adjacent to Wetland Area B and, thereby, under our jurisdiction. This is because Wetland Area B ultimately shares a surface water connection with Utah

Lake, a navigable-in-fact waterway with an interstate commerce connection. *The term adjacent means bordering, contiguous, or neighboring. Wetlands separated from other waters of the United States by man-made dikes or barriers, natural river berms, beach dunes and the like are "adjacent wetlands."* [33 CFR 328.3(c)]

3) Poor roadway construction practices do not preclude our jurisdiction over Wetland Area A. Wetland Area A was disconnected from the adjacent Wetland Area B approximately 8 years ago by the 380 South roadway. Construction of this roadway may be a potential violation that will require an after-the-fact permit. We will conduct a file search of permits issued in this area and investigate this matter further.

4) As evidenced in the July 25, 2005, Wetland Delineation Report, Wetland Area A exhibits all three criteria necessary for positive wetland identification (hydrophytic vegetation, hydric soils, and wetland hydrology).

5) During our August 11, 2005, site visit, we observed that all three wetland identification criteria were well developed. We cannot agree that Wetland Area A is irrigation-induced for the following reasons:

a) A distinct elevational drop was observed between the upland and the delineated Wetland Area A, demonstrating wetland drainage patterns. Furthermore, Wetland Area A was a part of Wetland Area B prior to construction of 380 South.

b) Low chroma soil matrix colors offer further evidence of long-term saturated soil conditions.

c) A robust and dominant hydrophytic plant community could not have established in a single growing season due to a sudden change in the hydrologic regime (i.e., having a wet year).

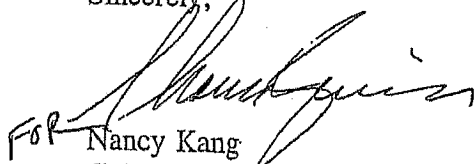
As such, Wetland Area A and other waters delineated on the property (including ditches) are regulated by the Corps of Engineers. Proposed work involving the discharge of dredged or fill material into waters of the U.S. will require a Department of the Army Permit.

This verification is valid for five years from the date of this letter, unless new information warrants revision of the determination before the expiration date. A *Notification of Administrative Appeal Options and Process and Request for Appeal* form is enclosed. If you wish to appeal this approved jurisdictional determination, please follow the procedures on the form. You should provide a copy of this letter and notice to all other affected parties, including any individual who has an identifiable and substantial legal interest in the property.

This determination has been conducted to identify the limits of Corps of Engineers' Clean Water Act jurisdiction for the particular site identified in this request. This determination may not be valid for the wetland conservation provisions of the Food Security Act of 1985. If you or your tenant are USDA program participants, or anticipate participation in USDA programs, you should request a certified wetland determination from the local office of the Natural Resources Conservation Service, prior to starting work.

Please refer to identification number 200550374 in any correspondence concerning this project. If you have any questions, please contact James McMillan at the Utah Regulatory Office, 533 West 2600 South, Suite 150, Bountiful, Utah 84010-7744, email james.m.mcmillan@usace.army.mil, or telephone 801-295-8320, extension 17.

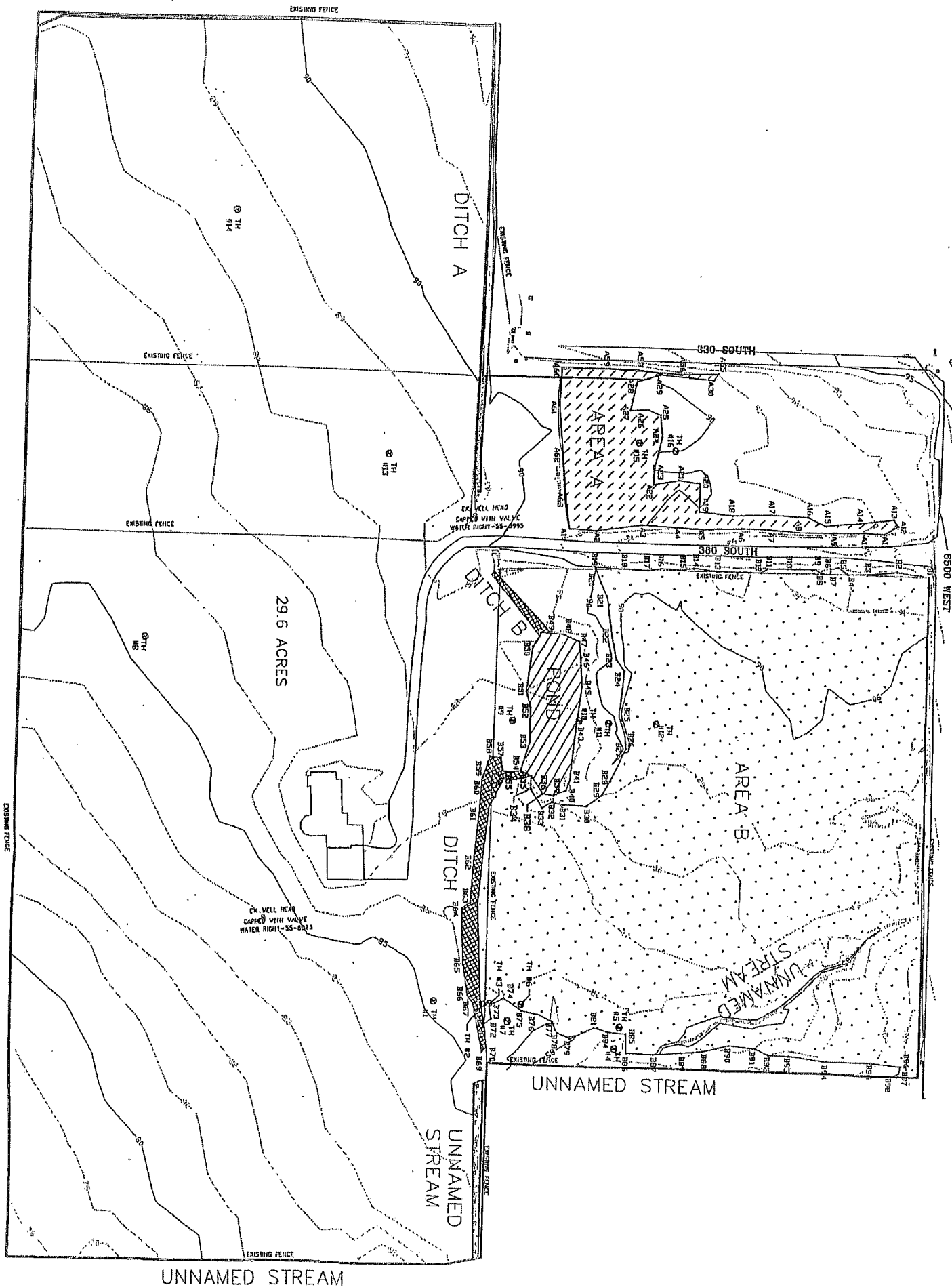
Sincerely,


For Nancy Kang
Chief, Utah Regulatory Office

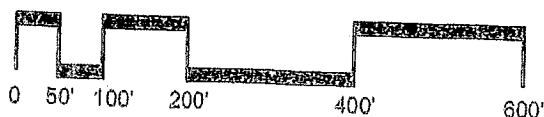
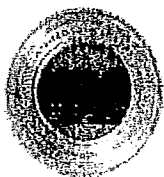
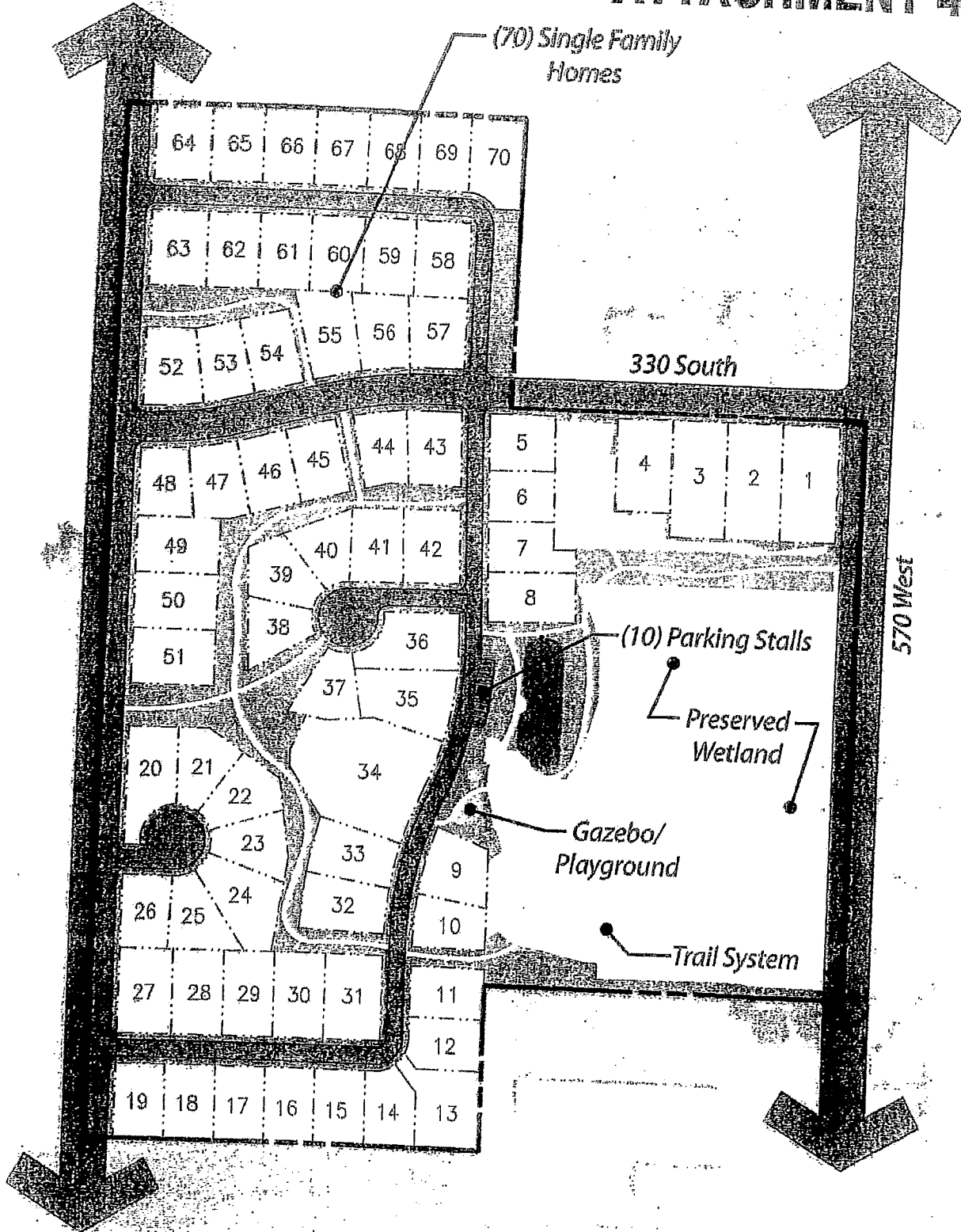
Enclosures

Copy furnished:

Matt Betts, PEPG Engineering, LLC, 421 West 12300 South, #400, Draper, Utah 84020
Chad Fenn, 7573 North 6500 West, American Fork, Utah 84003



ATTACHMENT 4



NORTH

WARRANTY DEED

Triton Investment Partners, LLC and Chad D. Fenn and Dixie Fenn and Terianne D. Fenn, as their interests may appear

GRANTOR(S)

of American Fork , County of Utah, State of UTAH

Hereby *Convey(s)* and *Warrant(s)* to

American Fork City

GRANTEE(S)

of County of Utah, STATE OF UTAH for the sum of

TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION,

the following described tract(s) of land in *Utah* County, State of Utah:

See Exhibit "A" attached hereto and by reference made a part hereof

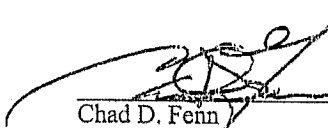
SUBJECT TO Easements, Restrictions, and Rights of Way of record and to general property taxes for the year 2014 and each year thereafter.

WITNESS, the hand(s) of said Grantor(s), on July 14th, 2014.

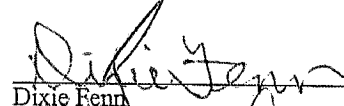
Signed in the Presence of

Triton Investment Partners, LLC

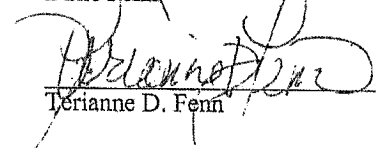
By: Michael V. Beck, Manager



Chad D. Fenn



Dixie Fenn



Terianne D. Fenn

STATE OF UTAH)
 :SS
COUNTY OF UTAH)

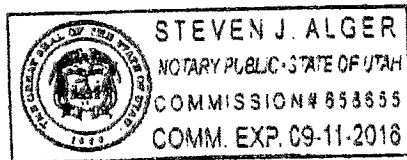
On July 14th, 2014, personally appeared before me Michael V. Beck, who being by me duly sworn did say that he is the manager of Triton Investment Partners, LLC, and that the within and foregoing instrument was signed on behalf of said Limited Liability Company by authority of its Articles of Organization and acknowledged to me that said Limited Liability Company executed the same.



Teresa Donaldson
Notary Public

STATE OF UTAH)
 :SS
COUNTY OF UTAH)

On July 11, 2014, personally appeared before me Chad D. Fenn the signer of the foregoing instrument who acknowledged me that he executed the same.

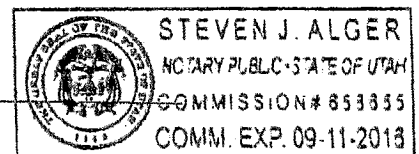


[Signature]
Notary Public

STATE OF UTAH)
 :SS
COUNTY OF UTAH)

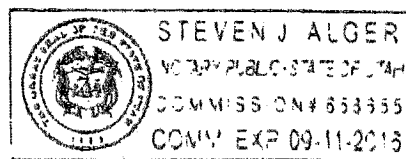
On July 9, 2014, personally appeared before me Dixie Fenn the signer of the foregoing instrument who acknowledged me that she executed the same.

[Signature]
Notary Public



STATE OF UTAH)
 :SS
COUNTY OF UTAH)

On July 11, 2014, personally appeared before me Terianne D. Fenn the signer of the foregoing instrument who acknowledged me that she executed the same.



[Signature]
Notary Public

Exhibit "A"

570 West Street Corridor Preservation Dedication Description:

Commencing at a point located North 00°24'14" East along the section line 165.08 feet and West 696.80 feet from the East Quarter Corner of Section 22, Township 5 South, Range 1 East, Salt Lake Base and Meridian; thence South 01°01'18" West 847.04 feet; thence North 89°05'35" West 35.20 feet; thence North 00°44'34" East 846.42 feet; thence East 39.33 feet to the point of beginning.

Area = 31,550.66 Square Feet / 0.724 Acres

700 West Street Corridor Preservation Dedication Description:

Commencing at a point located North 00°24'14" East along the section line 579.14 feet and West 1753.61 feet from the East Quarter Corner of Section 22, Township 5 South, Range 1 East, Salt Lake Base and Meridian; thence South 01°10'30" West 1485.68 feet; thence North 89°46'41" West 40.06 feet; thence North 01°29'23" East 754.19 feet; thence North 01°10'11" East 731.81 feet; thence South 89°24'01" East 35.99 feet to the point of beginning.

Area = 54,951.70 Square Feet / 1.262 Acres

Affects portion of tax id number 13-043-0088, 13-042-0056, 13-043-0085
and 13-042-0049

APPLICATION FOR PERMANENT CHANGE OF WATER

STATE OF UTAH

Rec. by _____

Fee Amt. \$100.00

Receipt # _____

For the purpose of obtaining permission to make a permanent change of water in the State of Utah, application is hereby made to the State Engineer, based upon the following showing of facts, submitted in accordance with the requirements of Section 73-3-3 Utah Code Annotated 1953, as amended.

CHANGE APPLICATION NUMBER:

(c5364JAUSICK)

WATER RIGHT NUMBER: 55-12268

This Change Application proposes to change the POINT(S) OF DIVERSION, PLACE OF USE, and NATURE OF USE.

1. OWNERSHIP INFORMATION.

A. NAME: Chad D. and Terianne D. Fenn
ADDRESS: 7573 North 6500 West
American Fork UT 84003
REMARKS: 47.44 AF

NAME: Chad and Dixie Fenn
ADDRESS: 6975 West 7300 North
American Fork UT 84003
REMARKS: 22.56 AF

NAME: City of American Fork
ADDRESS: 51 East Main
American Fork UT 84003

ATTACHMENT 6

B. PRIORITY OF CHANGE:

FILING DATE:

C. EVIDENCED BY:

55-12268 (a portion of 55-2117) & 55-12269 (a portion of 55-8073)

* DESCRIPTION OF CURRENT WATER RIGHT: *

2. SOURCE INFORMATION.

A. QUANTITY OF WATER: 70.0 acre-feet

B. SOURCE: Underground Water Wells (2)

COUNTY: Utah

C. POINT(S) OF DIVERSION.

POINTS OF DIVERSION -- UNDERGROUND:

- (1) N 780 feet W 1,230 feet from E $\frac{1}{4}$ corner, Section 22, T 5S, R 1E, SLBM
WELL DIAMETER: inches WELL DEPTH:
- (2) N 2,150 feet W 1,476 feet from SE corner, Section 22, T 5S, R 1E, SLBM
WELL DIAMETER: 6 inches WELL DEPTH: 222 feet

3. WATER USE INFORMATION.

IRRIGATION: from Apr 1 to Oct 31.

IRRIGATING: 17.5000 acres.

4. PLACE OF USE.

(Which includes all or part of the following legal subdivisions:)

BASE TOWN RANG SEC	NORTH-WEST $\frac{1}{4}$				NORTH-EAST $\frac{1}{4}$				SOUTH-WEST $\frac{1}{4}$				SOUTH-EAST $\frac{1}{4}$			
	NW	NE	SW	SE	NW	NE	SW	SE	NW	NE	SW	SE	NW	NE	SW	SE
SL 5S 1E 22				***		X	X	***				***	X	X		

THE FOLLOWING CHANGES ARE PROPOSED:

5. SOURCE INFORMATION.

A. QUANTITY OF WATER: 70.0 acre-feet

B. SOURCE: Underground Water Wells (8 existing)

COUNTY: Utah

C. POINT(S) OF DIVERSION. Changed as Follows:

POINTS OF DIVERSION -- UNDERGROUND:

- (1) N 69 feet E 2,269 feet from SW corner, Section 36, T 4S, R 1E, SLBM
WELL DIAMETER: 16 inches WELL DEPTH: 555 feet
COMMENT: Alpine Country Club Well
- (2) S 2,106 feet E 1,300 feet from NW corner, Section 01, T 5S, R 1E, SLBM
WELL DIAMETER: 16 inches WELL DEPTH: 555 feet
COMMENT: Boley Well
- (3) N 31 feet E 1,492 feet from SW corner, Section 01, T 5S, R 1E, SLBM
WELL DIAMETER: 20 inches WELL DEPTH: 478 feet
COMMENT: Race Track Well
- (4) N 34 feet E 94 feet from S $\frac{1}{4}$ corner, Section 12, T 5S, R 1E, SLBM
WELL DIAMETER: 16 inches WELL DEPTH: 413 feet
COMMENT: 6th East Well
- (5) N 1,587 feet E 998 feet from W $\frac{1}{4}$ corner, Section 12, T 5S, R 1E, SLBM
WELL DIAMETER: 16 inches WELL DEPTH: 432 feet
COMMENT: Tri-City Golf Course Well
- (6) N 1,677 feet W 2,151 feet from S $\frac{1}{4}$ corner, Section 13, T 5S, R 1E, SLBM
WELL DIAMETER: 20 inches WELL DEPTH: 490 feet
COMMENT: Hospital Well
- (7) N 131 feet E 1,684 feet from W $\frac{1}{4}$ corner, Section 14, T 5S, R 1E, SLBM
WELL DIAMETER: 16 inches WELL DEPTH: 902 feet
COMMENT: J.C. Park Well
- (8) N 1,309 feet W 8 feet from S $\frac{1}{4}$ corner, Section 07, T 5S, R 2E, SLBM
WELL DIAMETER: 12 inches WELL DEPTH: 363 feet
COMMENT: Warnick Well

D. COMMON DESCRIPTION: American Fork

6. WATER USE INFORMATION. Changed as Follows:

MUNICIPAL: from Jan 1 to Dec 31. American Fork.

7. PLACE OF USE. Changed as Follows:

The Service Area of American Fork

8. EXPLANATORY.

Upon approval this water right will be conveyed over to American Fork City

9. SIGNATURE OF APPLICANT(S).

The undersigned hereby acknowledges that even though he/she/they may have been assisted in the preparation of the above-numbered application, through the courtesy of the employees of the Division of Water Rights, all responsibility for the accuracy of the information contained herein, at the time of filing, rests with the applicant(s).

Chad D. and Terianne D. Fenn

Chad and Dixie Fenn

City of American Fork



When recorded return to:
American Fork City
51 East Main
P.O. Box 397
American Fork, UT 84003

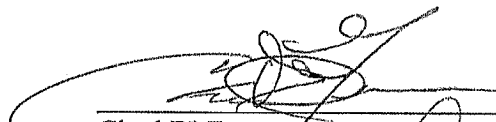
ENT 99269:2012 PG 1 of 1
JEFFERY SMITH
UTAH COUNTY RECORDER
2012 Nov 13 10:28 am FEE 0.00 BY CLS
RECORDED FOR AMERICAN FORK CITY

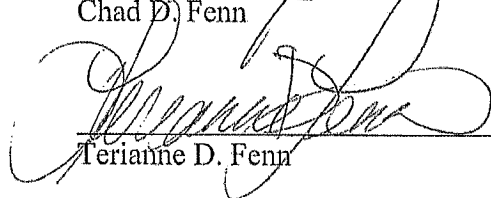
**SPECIAL WARRANTY DEED
(WATER)**

Chad D. Fenn and Terianne D. Fenn, both as joint tenants, of Utah County, Utah, Grantor(s), in consideration of the sum of ten dollars (\$10) and other good and valuable consideration, hereby convey(s) and warrant(s) against all claiming by, through or under Grantor(s), to the City of American Fork, Utah, a municipal corporation of the State of Utah, Grantee, the following described water right in Utah County, Utah.

All right title and interest in and to 47.44 acre foot of that certain water right identified on the records of the Utah State Engineer as Water User Claim No. 55-12269.

Witness the hand of said Grantor(s) this 12 day of Nov. 2012.



Chad D. Fenn


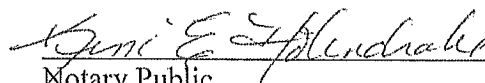
Terianne D. Fenn

STATE OF UTAH)
 :
COUNTY OF UTAH) ss.

On the 12th day of November, 2012, personally appeared before me the undersigned, a Notary Public of said County and State, Chad D. Fenn and Terianne D. Fenn, signer(s) of the foregoing instrument, who are known to me and who acknowledge to me that they signed the said document freely and voluntarily.

WITNESS my hand and official seal.





Notary Public
Residing at: Cedar Hills UT
My commission expires: 2-1-2014

When recorded return to:
American Fork City
51 East Main
P.O. Box 397
American Fork, UT 84003



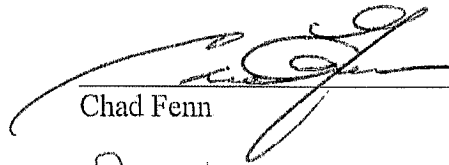
ENT 99268:2012 PG 1 of 1
JEFFERY SMITH
UTAH COUNTY RECORDER
2012 Nov 13 10:28 am FEE 0.00 BY CLS
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**SPECIAL WARRANTY DEED
(WATER)**

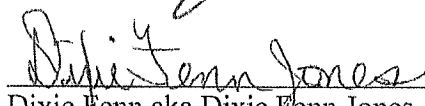
Chad Fenn and Dixie Fenn, both as joint tenants, of Utah County, Utah, Grantor(s), in consideration of the sum of ten dollars (\$10) and other good and valuable consideration, hereby convey(s) and warrant(s) against all claiming by, through or under Grantor(s), to the City of American Fork, Utah, a municipal corporation of the State of Utah, Grantee, the following described water right in Utah County, Utah.

All right title and interest in and to 22.56 acre foot of that certain water right identified on the records of the Utah State Engineer as Water User Claim No. 55-12268.

Witness the hand of said Grantor(s) this 12 day of Nov 2012.



Chad Fenn



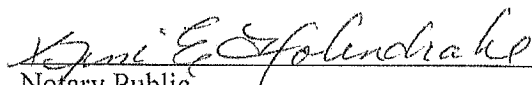
Dixie Fenn aka Dixie Fenn Jones

STATE OF UTAH)
 :
COUNTY OF UTAH) ss.

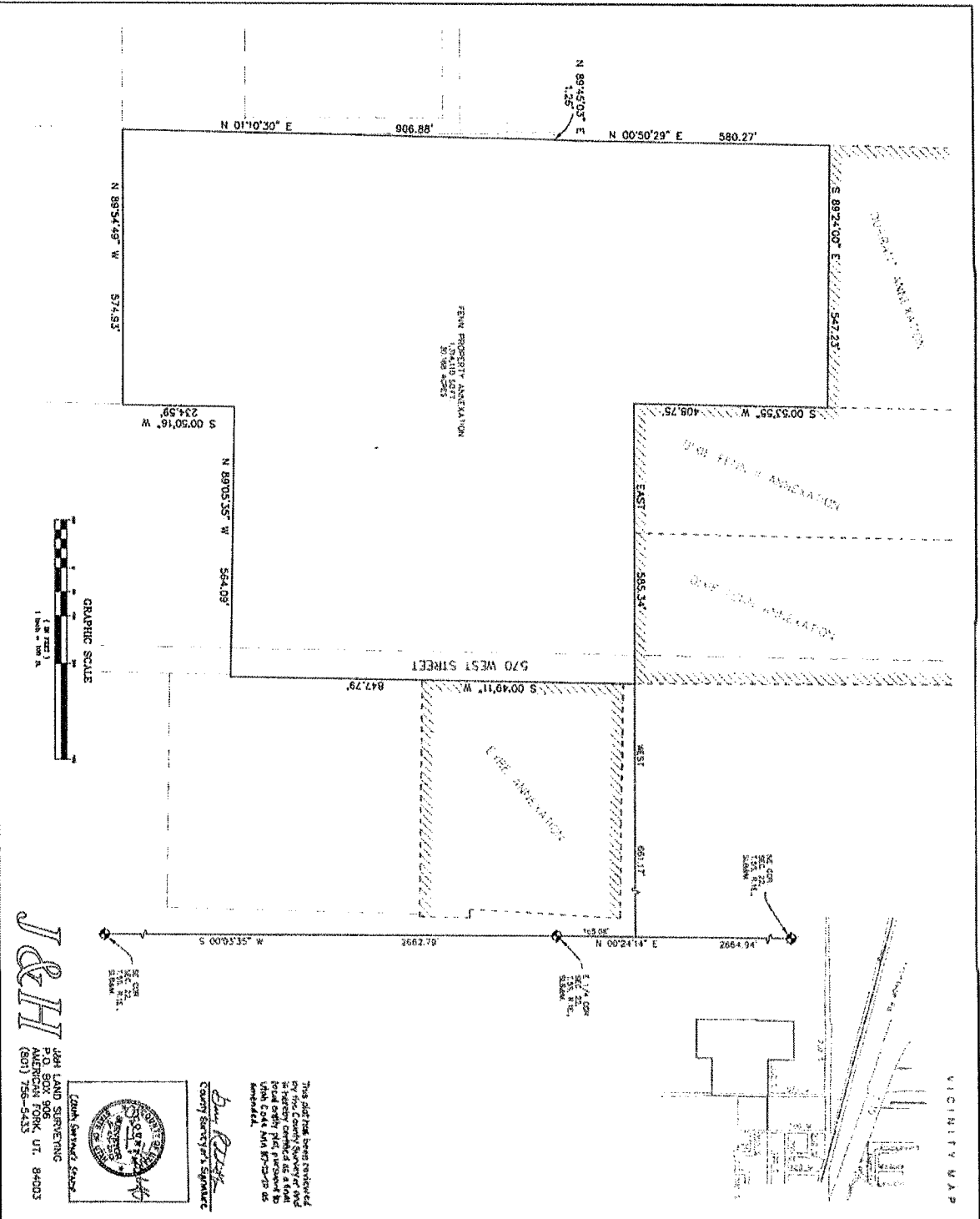
On the 12th day of November, 2012, personally appeared before me the undersigned, a Notary Public of said County and State, Chad Fenn and Dixie Fenn aka Dixie Fenn Jones, signer(s) of the foregoing instrument, who are known to me and who acknowledge to me that they signed the said document freely and voluntarily.

WITNESS my hand and official seal.





Notary Public
Residing at: Cedar Hills UT
My commission expires: 2-1-2014

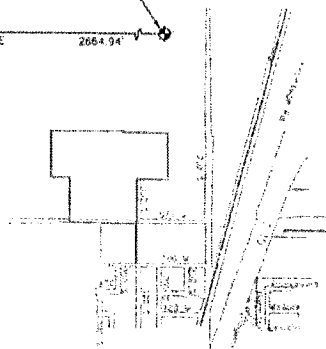


J&H
J&H LAND SURVEYING
P.O. BOX 906
AMERICAN FORK, UT. 84003
(801) 756-5433



Don R. Riddle
County Surveyor's Signature

This plat has been reviewed
by the County Surveyor and
found to conform with the
Utah Code Ann. § 17-2-20 as
amended.



VICINITY MAP

<p>SURVEYOR'S CERTIFICATE</p> <p>I, Don R. Riddle, Surveyor, being duly sworn, depose and say that the foregoing is a true and accurate map of the subject of land to be annexed to American Fork City, Utah County, Utah.</p> <p>BOUNDARY DESCRIPTION</p> <p>BEFORE ME, a Notary Public in and for the State of Utah, on this 11th day of May, 2004, at American Fork, Utah, appeared Don R. Riddle, County Surveyor, who being duly sworn, depose and say that the foregoing is a true and accurate map of the subject of land to be annexed to American Fork City, Utah County, Utah.</p> <p>WITNESS MY HAND AND SEAL OF OFFICE, this 11th day of May, 2004.</p> <p><i>Don R. Riddle</i> County Surveyor</p> <p><i>Don R. Riddle</i> Notary Public</p>	
<p>ACCEPTANCE BY LEGISLATIVE BODY</p> <p>BEFORE ME, the Mayor of the City of American Fork, Utah, on this 11th day of May, 2004, at American Fork, Utah, appeared Don R. Riddle, County Surveyor, who being duly sworn, depose and say that the foregoing is a true and accurate map of the subject of land to be annexed to American Fork City, Utah County, Utah.</p> <p>WITNESS MY HAND AND SEAL OF OFFICE, this 11th day of May, 2004.</p> <p><i>Don R. Riddle</i> Mayor</p>	
<p>ANNEXATION</p> <p>FENN PROPERTY ANNEXATION</p> <p>AMERICAN FORK CITY — UTAH COUNTY, UTAH</p> <p>SCALE: 1" = 100 FEET</p>	